

**Exhibit 7**  
**(Redacted)**  
**(Previously Filed Under Seal as Dkt. 410)**

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### Blaze Advisor™ License and Maintenance Agreement

This Software License and Maintenance Agreement ("**Agreement**"), effective as of February 12, 2008 ("**Effective Date**"), is a legal agreement between [REDACTED] ("**Customer**") and Fair Isaac Corporation ("**Fair Isaac**"), for the Blaze Advisor software product(s) described in the Purchasing Documentation (as defined below), any maintenance updates or upgrades thereto to which Customer is entitled, and all accompanying standard user documentation ("**Documentation**") and included materials (collectively, the "**Fair Isaac Product**").

Upon the Effective Date, the parties will be bound by all of the terms, conditions, and restrictions contained in this Agreement and, except as provided herein, Customer will not be entitled to a refund of any fees paid.

Fair Isaac and Customer agree as follows:

#### 1. DEFINITIONS. In this Agreement:

1.0 "**Affiliates**" means any entity, whether incorporated or not, that is controlled by, controls, or is under common control with such party. "Control" means the ability, whether directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise.

1.1 "**Intellectual Property**" means all or any of the following in any country worldwide, whether or not filed or registered: (i) patents, (ii) copyrights, (including moral rights); (iii) database rights; (iv) know-how or trade secrets, whether or not developed or reduced to practice; (v) industrial designs (including utility models); (vi) trademarks, service marks, logos, Internet addresses (URLs), and the goodwill associated therewith; (vi) semi-conductor topography rights; and (vii) any other proprietary rights relating to intangible property anywhere in the world.

1.2 "**Non-Production**" means the right for Customer to use the Fair Isaac Product in a non-production development and test environment only.

1.3 "**Purchasing Documentation**" means the documentation attached hereto as Exhibit B that describes the number of licenses purchased and the limitations on those licenses. Limitations may be based on, among other things, Seat, CPU, Named Application, platforms, usage, and Non-Production.

1.4 "**Seat**" means a license for any individual to use the Fair Isaac Product only as permitted under this Agreement on a single personal computer or workstation.

1.5 "**Services**" means the support and maintenance services as further described in Section 7 below.

1.6 "**Territory**" means the geographic region in which Customer or its Affiliates are permitted to install and use the Fair Isaac Product. Territory will be specified in the Purchasing Documentation.

#### 2. LICENSE RIGHTS AND RESTRICTIONS.

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Fair Isaac hereby grants Customer and Customer hereby accepts, a non-exclusive, non-transferable, non-sublicensable (except to Customer's Affiliates) limited license to use, during the term and only within the Territory, the Fair Isaac Product solely for Non-Production purposes and only in connection with the Named Application as described in Exhibit B attached hereto and subject to the limitations set forth below and/or listed in the Purchasing Documentation. Customer may permit its Affiliates to use the Fair Isaac Product, subject to the following: (i) all





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such use shall be subject to the terms and conditions of this Agreement and shall be limited to the uses permitted hereunder; (ii) such use shall not in any way expand the number of permitted Seats; and (iii) Customer shall cause all such Affiliates to comply with the terms and conditions of this Agreement and shall be liable to Fair Isaac for all acts and omissions of such Affiliates in breach of the terms and conditions of this Agreement.

(a) Seat/CPU License. The license for the Fair Isaac Product is limited to three (3) Seats. Customer shall not use the Fair Isaac Product for more than the three (3) licensed Seats.

(b) Named Application License. Subject to the three (3) Seat limitation that also applies, Customer may use the Fair Isaac Product only for the design, development and implementation of the Named Application of Customer that is defined in the Purchasing Documentation. Under no circumstances may Customer use the Fair Isaac Product on a stand-alone basis or for the design, development or implementation of any other application.

(c) Other Limitations. If the license for the Fair Isaac Product is limited in the Purchasing Documentation in any other manner, Customer's use of the Fair Isaac Product shall be subject to such other limitations.

2.2 License Restrictions. Customer and its Affiliates, and their employees shall not during the term: (i) use the Fair Isaac Product for any purpose except as permitted above, or in any other manner that exceeds the scope of the license granted under this Agreement or that otherwise constitutes a breach of this Agreement; (ii) modify, adapt, translate or make derivative works from any the Fair Isaac Product; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to reduce the object code of the Fair Isaac Product to human perceivable form or permit others to do so; (iv) disclose the Fair Isaac Product to, or permit the use or access of the Fair Isaac Product by, any third party or by any individuals other than the contractors, employees and authorized subcontractors of Customer or Customer's Affiliates; (v) assign, sublicense (except to Customer's Affiliates), lease, transfer or distribute the Fair Isaac Product, or operate the Fair Isaac Product for timesharing, rental, outsourcing, or service bureau operations or train persons other than permitted users; (vi) disclose or publish performance benchmark results for Fair Isaac Product without Fair Isaac's prior written consent.

2.3 Reservation of Rights. Each party reserves all rights not expressly granted to the other party under this Agreement, including with respect to any pre-existing Intellectual Property. Unless otherwise expressly provided herein and without limiting the foregoing Fair Isaac retains and reserves sole and exclusive worldwide right, title and interest in and to all Fair Isaac Intellectual Property, including without limitation, the Fair Isaac Product, any custom code developed in whole or part by Fair Isaac (if applicable), and any Fair Isaac know-how, subject to only the limited, non-exclusive, license rights granted in this Agreement. Subject to Fair Isaac's obligations with respect to Customer's Confidential Information nothing in this Agreement shall limit in any way Fair Isaac's right to develop, use, license, create derivative works of, or otherwise exploit Fair Isaac Intellectual Property or to permit third parties to do so. Unless otherwise expressly provided herein and without limiting the foregoing Customer retains and reserves sole and exclusive worldwide right, title and interest in and to all Customer's Intellectual Property, in whatever form it exists. Subject to Customer's obligations with respect to Fair Isaac Confidential Information, nothing in this Agreement shall limit in any way Customer's right to develop, use, license, create derivative works of, or otherwise exploit Customer's Intellectual Property or to permit third parties to do so.

2.4 Permission for Back-Up Copy. Customer may reproduce the Fair Isaac Product for the purposes of exercising the license rights granted under this Agreement on a backup CPU in the event of a malfunction that renders the primary CPU inoperable.



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2.5 Notice Reproduction. Customer shall reproduce on each copy of the Fair Isaac Product any copyright, patent or trademark notice and any other proprietary legends that were provided in originals.

2.6 Platforms/Options. Customer obtains the right to use only the version of the Fair Isaac Product for the specific supported platform(s) that are noted in the Purchasing Documentation (*i.e.*, Java, COBOL or .NET). If no platform is noted in the Purchasing Documentation, Customer has the right to use the Fair Isaac Product only for the supported platform(s) that is(are) initially delivered to Customer. If Customer desires versions of the Fair Isaac Product for additional supported platforms, an additional fee applies. Unless specifically noted as being purchased in the Purchasing Documentation, Customer does not obtain any right to options or additional related products (e.g., Compiled Sequential, SmartForms) by virtue of its purchase of a license to the Fair Isaac Product.

### 3. CONFIDENTIAL INFORMATION.

3.1 Confidential Information. A party receiving Confidential Information under this Agreement is referred to as "**Recipient**", and a party disclosing Confidential Information is referred to as "**Discloser**". For the purposes of this Agreement, "**Confidential Information**" is described as follows and includes any information which relates to: (i) any Fair Isaac product, including the Fair Isaac Product and/or (ii) the financial and/or business operations or Intellectual Property of the Discloser, including, but not limited to, marketing and product plans, ideas, concepts, business plans, financial condition, employees and employee information, inventions, algorithms, decision technology and/or models, processes, designs, specifications, drawings, samples, improvements, developments, applications, engineering, manufacturing and marketing data and plans, software code (object and source), documentation, and functionality, security procedures and approaches, know-how, customer names and information, experimental work, distribution arrangements and trade secrets, and/or ideas. Such Confidential Information may be produced in a variety of forms, including but not limited to: any and all verbal, electronic, and/or written communications (whether in the form of slides, handouts, letters, memoranda, agreements, facsimile transmissions, meetings, conference and other telephone calls, diskettes, files, tapes, and/or any other mode) and/or related concepts, proposals, data sources, pricing, schedules, development efforts (including source code, object code and/or documentation), numerical data processing algorithms, product and software design specifications. The Fair Isaac Product will be deemed Fair Isaac Intellectual Property.

3.2 Purpose for Disclosure. Recipient may use Confidential Information of the Discloser only for the purpose of exercising its rights and fulfilling its obligations under this Agreement.

3.3 Limitations on Disclosure and Use. Recipient agrees to use the same degree of care, but no less than a reasonable degree of care, to protect against the unauthorized disclosure or use of Discloser's Confidential Information as it uses to protect its own Confidential Information of a similar type. Recipient shall disclose Confidential Information of Discloser only to its employees, contractors or authorized subcontractors who have a need to know for the above stated purpose, and who are bound by obligations of confidentiality no less restrictive than the terms of this Agreement. Recipient shall not remove any proprietary notices of Discloser from Discloser's Confidential Information. Except as specifically provided, this Agreement imposes no obligations on either party to develop, sell, license, or otherwise make available any technology or products, or enter into any further agreements with the other party.

3.4 Exclusions. Recipient has no obligation under this Agreement with respect to information which: (i) is already known to Recipient at the time of disclosure by Discloser; (ii) is independently developed by Recipient without reference to or use of the Discloser's Confidential Information; (iii) is obtained by Recipient from a third party without restriction on disclosure or use; or (iv) is or becomes generally available to the public through no wrongful act of Recipient or any party that obtained the information from Recipient. If Recipient is served with any subpoena or other legal process or a court or governmental request or order requiring or purporting to require the disclosure of any of Discloser's Confidential Information, Recipient shall, unless prohibited by law,



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promptly notify Discloser of such fact and cooperate fully (at Discloser's expense) with the Discloser and its legal counsel in opposing, seeking a protective order, seeking to limit, or appealing any such legal process, request, or order to the extent deemed appropriate by the Discloser. Recipient may comply with the subpoena or other legal process or requirement after complying with the foregoing sentence, but only to the extent necessary for compliance, and any such disclosure made pursuant to subpoena or other legal process will not, by itself, release the Recipient from the obligation to treat the information as Confidential Information under this Agreement.

3.5 Injunctive Relief. The parties acknowledge that the remedies at law for violations relating to the protection of Confidential Information or Intellectual Property may be inadequate, and, without limiting any rights available at law, each party is entitled to seek injunctive relief for any breach of this Agreement relating to the protection of its Confidential Information or Intellectual Property Rights.

#### 4. WARRANTIES.

4.1 Conformity to Specifications. Fair Isaac warrants that the Fair Isaac Product will conform in all material respects to its Documentation for a period of thirty (30) days from the date of initial delivery of the Fair Isaac Product. Fair Isaac shall, at its own expense and as its sole obligation and Customer's exclusive remedy for any breach of this warranty, correct any reproducible error in the Fair Isaac Product reported to Fair Isaac by Customer in writing (along with all information available to Customer that is relevant to verifying, diagnosing, or correcting the error) or replace the Fair Isaac Product.

4.2 Warranty – Services. Fair Isaac warrants that it will perform the Services in a professional and workmanlike manner conforming to generally acceptable industry practices. To assert a warranty claim, Customer must notify Fair Isaac within thirty (30) days after the defective Services were performed. Upon receipt of such a notice, Fair Isaac shall use commercially reasonable efforts to remedy any failure to comply with this warranty.

4.3 WARRANTY DISCLAIMER. Fair Isaac does not warrant that the Fair Isaac Product will (i) meet Customer's requirements, (ii) operate in combination with hardware, software, systems or data not expressly specified in writing by Fair Isaac (iii) meet any performance level, resource utilization, response time, or system overhead requirements, or (iv) operate uninterrupted, free of errors, or without delay. Fair Isaac is not responsible for problems caused by: (a) use of the Fair Isaac Product outside the scope of this Agreement or not in compliance with the Documentation; (b) any modification to the Fair Isaac Product (or tangible copy thereof) not made by Fair Isaac; (c) any change in or modification to the operating characteristics of the Customer's system or any component thereof that is inconsistent with the requirements of the Documentation; or (d) use of the Fair Isaac Product with hardware or software that is not represented in the Documentation as interoperable with the Fair Isaac Product. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, FAIR ISAAC MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CUSTOMER IS SOLELY RESPONSIBLE FOR ITS USE OF ANY PRODUCTS, SERVICES, AND DELIVERABLES PROVIDED BY FAIR ISAAC UNDER THIS AGREEMENT AND FOR ANY LIABILITY ARISING OUT OF DATA OR CONTENT SUPPLIED BY CUSTOMER.

#### 5. INDEMNITY.

5.1 Intellectual Property Indemnification. Subject to the Conditions to Indemnification that follow, Fair Isaac shall defend at its own expense any action against Customer brought by a third party to the extent that the



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action is based upon a claim that a Fair Isaac Product, on a stand-alone basis, infringes any U.S. registered patent or U.S. copyright, or misappropriates any trade secret recognized as such under the Uniform Trade Secrets Act or any other United States state or federal law, and Fair Isaac will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim, or those costs and damages agreed to in a monetary settlement of such action, or any incidental costs incurred by Customer in connection with the disposition and resolution of such claim.

5.2 Conditions. To be entitled to indemnification under this Agreement, Customer must: (i) notify Fair Isaac promptly in writing of the action; (ii) give Fair Isaac sole control of the defense of the action and any related settlement negotiations; (iii) cooperate, as Fair Isaac may reasonably request, in defense or settlement negotiations; and (iv) subject to a good faith dispute as set forth in Section 8.1, be and remain current with all payment obligations hereunder.

5.3 Options. If any Fair Isaac Product becomes, or in Fair Isaac's opinion is likely to become, the subject of a claim subject to indemnification under this Agreement, Fair Isaac may, at its option and expense, either: (i) procure for Customer the right to continue to exercise the Fair Isaac Product license; (ii) replace or modify the Fair Isaac Product so that it becomes non-infringing, yet still provides the equivalent functionality of the replaced Fair Isaac Product, at no additional cost to Customer; or (iii) if neither option (i) or (ii) is available, terminate Customer's license for the Fair Isaac Product concerned. If Fair Isaac exercises option (iii), Fair Isaac will refund to Customer the unearned portion of any prepaid term license fees and support and maintenance fees, and will reimburse Customer for a pro rated portion of any perpetual license fees paid for the Fair Isaac Product on a 60-month, straight-line basis.

5.4 Exclusions. Fair Isaac has no obligation to indemnify Customer hereunder with respect to any claim based upon: (i) any violation of the terms of Customer's license; (ii) any combination or use of any Fair Isaac Product with other products, equipment, software, or data not supplied or approved in writing by Fair Isaac, to the extent such combination or use caused the infringement; (iii) any modification of a Fair Isaac Product made pursuant to Customer specifications or any other modification made by any entity other than Fair Isaac and its affiliates, to the extent such modification caused the infringement; or (iv) any claim that would have been avoided had Customer upgraded to a new version or release of the Fair Isaac Product made available by Fair Isaac to Customer.

5.5 ENTIRE LIABILITY. THIS ARTICLE STATES FAIR ISAAC'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT AND MISAPPROPRIATION CLAIMS AND ACTIONS.

6. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER ANY THEORY OF RECOVERY (INCLUDING BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, TORT AND STRICT LIABILITY) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, INCOME, PROFIT OR SAVINGS) OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY FAIR ISAAC PRODUCT OR SERVICE, EVEN IF THE PARTY SEEKING TO LIMIT ITS LIABILITY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE. WITHOUT LIMITING THE FOREGOING, NEITHER PARTY'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, UNDER ANY AND ALL THEORIES OF RECOVERY (INCLUDING BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, TORT, AND STRICT LIABILITY) WILL EXCEED THE AMOUNT PAID BY CUSTOMER (EXCLUDING IMPLEMENTATION FEES AND REIMBURSED EXPENSES) FOR THE FAIR ISAAC PRODUCT OR SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE MOST RECENT CLAIM THAT GAVE RISE TO SUCH LIABILITY. The foregoing limitations of liability shall not apply with respect to (i) Fair Isaac's



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indemnity obligation under Sections 5 or 8.3; (ii) Customer's infringement or misappropriation of Fair Isaac's Intellectual Property (including Customer's breach of the license terms hereunder); or (iii) Customer's obligation to pay amounts owed to Fair Isaac for products or services under this Agreement.

**7. MAINTENANCE SERVICES AND TECHNICAL SUPPORT.** Subject to the payment of the applicable Maintenance Fees described in Exhibit B, Fair Isaac shall provide Customer with the Services described in Fair Isaac's current Software Support and Maintenance Policy attached to this Agreement as Exhibit C ("**Support & Maintenance**"). Fair Isaac may amend or modify its Software Support and Maintenance Policy from time-to-time upon; provided that if Fair Isaac modifies its Software Support and Maintenance Policy in a manner that materially and adversely affects Customer, Customer may terminate the Support and Maintenance services on thirty (30) days prior written notice to Fair Isaac, and Fair Isaac will refund to Customer the unearned portion of any prepaid Support and Maintenance fees.

**8. FEES AND PAYMENTS.**

**8.1 Invoices and Payments.** All fees and charges (other than expenses) are set forth in, and Customer shall pay all fees indicated in, the Purchasing Documentation, subject to any good faith dispute regarding incorrect charges in any Fair Isaac Invoice. All fees and expenses invoiced under this Agreement will be due and payable in United States Dollars by Customer within thirty (30) days of Customer's receipt of an invoice. Fair Isaac will send all invoices to Customer at the address designated in the Purchasing Documentation. All amounts are payable in US Dollars in accordance with the instructions provided in the invoice or other instructions provided by Fair Isaac. In addition to all other remedies available at law or in equity, if any payment (except for any portion thereof disputed in good faith) is not received by Fair Isaac within thirty (30) days from the date of the invoice, Fair Isaac will have the right to terminate the pertinent product license or Service after giving Customer written notice and thirty (30) days to cure. Except as otherwise expressly provided in this Agreement, no refunds are available.

**8.2 Expenses.** Prices do not include reasonable travel and associated out-of-pocket expenses incurred by Fair Isaac in connection with this Agreement, which must be pre-approved by Customer. Fair Isaac shall not incur any travel and out-of-pocket expenses without Customer's prior written consent. In the event Customer does so consent, Customer agrees to reimburse such approved expenses at Fair Isaac's actual cost.

**8.3 Taxes.** Applicable taxes will be billed as a separate item or line item. Customer shall pay sales, use, value added, goods and services, and all other similar taxes imposed by any federal, state, or local governmental entity for items and/or services provided under this Agreement, excluding taxes based solely on Fair Isaac's income or property. Customer shall pay such tax(es) in addition to the sums due under this Agreement provided that Fair Isaac itemizes them on a proper VAT, GST or other invoice. Any taxes paid on behalf of Customer by Fair Isaac shall be uniquely identified on the applicable invoice and Fair Isaac shall provide Customer with proof of payment if previously paid by Fair Isaac. Fair Isaac shall indemnify and hold Customer harmless from any interest or penalties imposed on Customer because of Fair Isaac's improper payment of any taxes on Fair Isaac's behalf. If Customer is required to withhold or deduct any taxes from any payment, Customer shall not be required to "gross up" the amount of such payment and shall pay the total amount reflected on the invoice less the applicable withholding taxes. The Parties shall cooperate in good faith to minimize taxes to the extent legally permissible. Each Party shall provide and make available to the other Party any resale certificates, treaty certification and other exemption information reasonably requested by the other Party. Notwithstanding the foregoing, provided Customer or an Affiliate furnishes Fair Isaac with a copy of a resale exemption certificate, no sales taxes will be billed to Customer.

**8.4 Price Adjustments.** For as long as Fair Isaac makes Support and Maintenance Services for the Fair Isaac Product generally available to all of its customers, Customer may renew such services on a quarterly basis after



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the expiration of the initial term. All Support and Maintenance fees specified in the Purchasing Documentation will be reviewed upon expiration of the initial term. Support and Maintenance fees applicable to renewal periods may be increased by Fair Isaac, but no such increase may exceed the most recently available annual change in the CPI. "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100, as published by the US Bureau of Labor Statistics.

8.5 Verification and Audit Rights. On Fair Isaac's written request, Customer shall provide to Fair Isaac a written certification executed by an authorized officer of Customer that provides the following information: (i) verification that the Fair Isaac Product is being used in accordance with the provisions of this Agreement; (ii) list of the locations at which the Fair Isaac Product is or has been operated during the preceding twelve (12) month period; and (iii) the number of Seats, CPU's and/or applications accessing or utilizing the Fair Isaac Product (as applicable). In addition, upon not less than thirty (30) days' prior written notice to Customer, Fair Isaac may, at its expense, audit Customer's use of the Fair Isaac Product. Any such audit must be conducted during regular business hours at Customer's facilities and must be conducted so as to interfere as little as reasonably possible with Customer's business activities. Audits may be conducted no more than once in any calendar year. Fair Isaac will not be entitled to audit (i) data or information of other customers of Customer, or (ii) any other Confidential Information of Customer that is not relevant to the purposes of the audit. All information learned or exchanged in connection with the conduct of an audit, as well as the results of any audit, constitutes Customer Confidential Information. Fair Isaac shall not use any competitors of Customer in the information technology outsourcing industry to conduct such audits. Fair Isaac's representatives will execute and deliver such confidentiality agreements and comply with such security and confidentiality requirements as Customer may reasonably request in connection with such audits. If such audit reveals that Customer is or has been using more licenses than the number of licenses purchased in breach of this Agreement resulting in an underpayment of more than five percent (5%), or if Fair Isaac learns that Customer has otherwise materially breached this Agreement as determined by such audit, then Customer will bear the reasonable expense of such audit.

## 9. TERM AND TERMINATION.

9.1 Term. Unless earlier terminated, this Agreement and the licenses granted hereunder commence on the Effective Date and continue in effect for duration of the applicable license term set forth in the Purchasing Documentation.

### 9.2 Termination.

(a) Uncured Breach. Except for breaches of Confidential Information or Intellectual Property, either party may terminate this Agreement for a material breach by the other party of this Agreement or the Support and Maintenance if the breaching party fails to cure the breach within thirty (30) days from receipt of written notice from the non-breaching party identifying the breach and requiring it to be remedied; or

(b) Insolvency. Either party may terminate this Agreement if the other party ceases to conduct business in the ordinary course or is declared insolvent or bankrupt, or makes an assignment of substantially all of its assets for the benefit of creditors, or a receiver is appointed, or any proceeding is demanded by, for or against the other party under any provision of bankrupt or insolvency legislation; or

(c) Breach of Confidentiality/Intellectual Property. Fair Isaac may terminate this Agreement upon fifteen (15) days prior written notice, if Customer breaches any of the provisions of this Agreement relating to the protection of Confidential Information or Intellectual Property, unless such breach has been cured within such fifteen (15) day period. Customer may terminate this Agreement upon fifteen (15) days prior written



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notice, if Fair Isaac breaches any of the provisions of this Agreement relating to the protection of Confidential Information or Intellectual Property, unless such breach has been cured within such fifteen (15) day period; or

(d) Termination of Support & Maintenance for Convenience. Fair Isaac may terminate Support and Maintenance for convenience on no less than ninety (90) days written notice to Customer.

### 9.3 Effect of Termination.

(a) Termination under Section 9.2(a), (b) or (c). Both the Agreement (including all licenses granted therein) and the Support and Maintenance will terminate immediately and the Customer shall pay any license fees and Support and Maintenance fees up to and including the effective date of termination.

(b) Termination by Fair Isaac under 9.2(d). Only the Support and Maintenance obligations Fair Isaac under the Agreement will terminate at the end of the notice period indicated in Section 9.2(d) but, the Agreement itself shall survive for applicable license term set forth in the Purchasing Documentation (including the License Extension Option).

9.4 Survival. Rights to payment and the following rights and obligations under this Agreement will survive any termination or expiration of this Agreement: Article 1 (Definitions), Section 2.2 (License Restrictions), Section 2.3 (Reservation of Rights), Article 3 (Confidential Information), Section 4.2 (Warranty Disclaimer), Article 5 (Indemnity), Article 6 (Limitation of Liability), Section 8.3 (Taxes), Section 8.5 (Verification and Audit Rights, but only for 60 days following termination or expiration of the Agreement), Section 9.3 (Effect of Termination), Section 9.4 (Survival), and Article 10 (Miscellaneous).

## 10. MISCELLANEOUS.

10.1 Assignment. Neither party may assign or subcontract its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a change of control of Customer, or if Customer is merged with, acquired by or acquires another entity, or undergoes a reorganization or otherwise acquires the right to process the business of another entity, each such event will be deemed to be an assignment subject to this section, and Customer shall make no expanded use of the Fair Isaac Product as a result of any such event unless and until Fair Isaac provides such written consent. Any attempt to assign or transfer all or any part of this Agreement without first obtaining such written consent will be void and of no force or effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is to be deemed to create any right or benefit in any person not a party to this Agreement.

10.2 U.S. Government Users. The Fair Isaac Product is commercial computer software and documentation developed exclusively at private expense. If acquired by or on behalf of a civilian agency, they will be subject to the terms and conditions of this Agreement as specified in 48 C.F.R. 10.210 of the Federal Acquisition Regulations and its successors. If acquired by or on behalf of the Department of Defense, they will be subject to the terms of this commercial computer software license as specified in 48 C.F.R. 227.7202, DFAR Supplement and its successors.

10.3 Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of California, USA, without regard to principles of conflicts of law or international law, including without limitation the 1980 United Nations Convention on Contracts for the International Sale of Goods, as revised, which the parties expressly agree does not apply to this Agreement.

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10.4 Compliance with Laws. Customer is solely responsible for compliance with all laws relating to Customer's use of the Fair Isaac Product. Nothing in this section, however, shall limit Fair Isaac's obligations under Article 5 (Indemnity).

10.5 Export Controls.

(a) Notwithstanding any other provision of this Agreement, each party shall retain responsibility for its compliance with all applicable export control laws and economic sanctions programs relating to its respective business, facilities, and the provision of services to third parties.

(b) Applicable export control or economic sanctions programs may include U.S. export control laws such as the Export Administration Regulations and the International Traffic in Arms Regulations, and U.S. economic sanctions programs that are or may be maintained by the U.S. Government, including sanctions currently imposed against Belarus, Burma (Myanmar), Cuba, Iran, Ivory Coast, Liberia, North Korea, Sudan, Syria and Zimbabwe, as well as Specially Designated Nationals and Blocked Persons programs. Customer and Fair Isaac will comply with U.S. export control and U.S. economic sanctions laws with respect to the export or re-export of U.S. origin goods, software, services and/or technical data, or the direct product thereof.

(c) Prior to providing Customer any goods, software, services and/or technical data subject to export controls controlled at a level other than EAR99/AT, Fair Isaac shall provide written notice to Customer specifying the nature of the controls and any relevant export control classification numbers.

(d) It shall be the sole discretion of Customer to refrain from being directly or indirectly involved in the provision of goods, software, services and/or technical data that may be prohibited by applicable export control laws or economic sanctions programs.

10.6 Non-Waiver. No delay or omission by either party in exercising any right under this Agreement will be construed as a waiver of such right. No waiver will be effective unless in writing and signed by the party waiving the right.

10.7 Relationship of the Parties. The relationship between the parties is that of independent contractors. This Agreement is not to be construed as creating any partnership, joint venture, agency, or any other form of legal association that would impose liability upon one party for the act or failure to act of the other party. No employee of a party will be deemed to be an employee of the other party by virtue of this Agreement.

10.8 Entire Agreement; Construction; Amendment. This Agreement represents the complete agreement of the parties and supersedes all prior or contemporaneous agreements, proposals, understandings, representations, conditions, and communications (oral or written), as well as the terms of all existing or future purchase orders and acknowledgments. Any other terms, conditions, supplements, modifications, or amendments to this Agreement will not be binding upon either party unless expressly set forth in a writing signed by authorized representatives of Customer and Fair Isaac.

10.9 Construction; Severability. This Agreement is not to be more strongly construed against either party, regardless of who is more responsible for its preparation. If any provision of this Agreement is held to be unenforceable, unlawful, or invalid in any respect, then such provision will be deemed ineffective only to the extent of such illegality or invalidity, without invalidating the remainder of such provision or any of the remaining provisions of this Agreement. If a provision is determined to be unlawful, or invalid, then such provision is to be deemed severable from the remaining provisions of this Agreement, and the enforceability, validity, and lawfulness of the remaining provisions will not be impaired.



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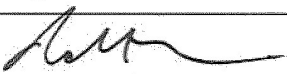
10.10 Force Majeure: Cooperation. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither party will be deemed to be in default of any provision of this Agreement for any delay, error, failure in performance or interruption of performance due to any act of God, terrorism, war, insurrection, riot, boycott, strike, or other labor or civil disturbance, interruption of power service, interruption of communications service, problems with the Internet, epidemic, act of any other person not under the control or direction of either party or other similar cause. The party subject to any of the foregoing causes shall give the other party reasonable written notification of any resulting material or indefinite delay. However, any such causes that substantially prevent, hinder or delay Fair Isaac's performance of functions reasonably identified by Customer as critical for more than fifteen (15) consecutive days shall be deemed a material breach hereunder, and Customer may terminate this Agreement upon written notice of termination to Fair Isaac. Customer will not be responsible for the payment of Services not provided during the pendency of such a cause, and Fair Isaac will not have the right to any additional payments from Customer for costs or expenses incurred by Fair Isaac as a result of any such cause.

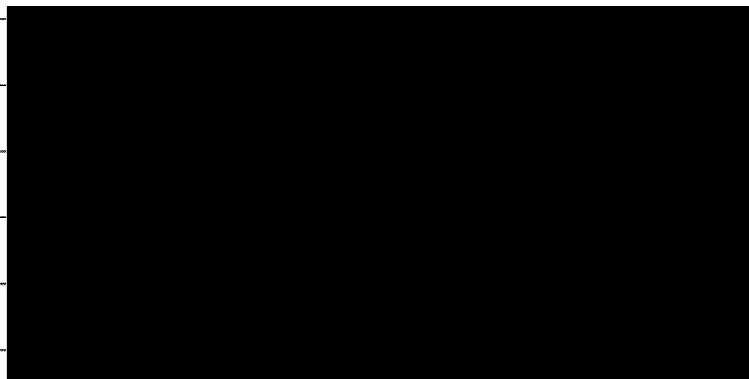
10.11 Headings. The article and section headings in this Agreement are for reference only, and do not form part of this Agreement.

10.12 Notices. Any notices required to be given in writing under this Agreement must be sent to the recipient's address or facsimile number provided in the Purchasing Documentation. Such notices will be deemed given on the date of actual delivery, whether personally, by a recognized international overnight delivery carrier, or by facsimile (provided that the facsimile notice is promptly confirmed in writing using another method for giving notice provided in this section). Either party may change its address or facsimile number for notices at any time by giving written notice to the other party.

10.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. Facsimile signatures shall be deemed originals for all purposes.

Signed by authorized representatives of Fair Isaac and Customer as of the Effective Date.

<b>Fair Isaac Corporation</b>	
By:	
Printed Name:	<b>Robert Ron</b>
Title:	<b>Senior Director Financial Planning &amp; Analysis</b>
Date Signed:	<b>3/3/08</b>



The following Exhibits are part of this document:

- Exhibit A - Instructions and Contact Information
- Exhibit B - Purchasing Documentation
- Exhibit C - Support and Maintenance Policy

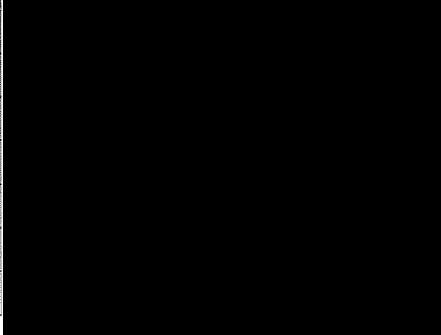


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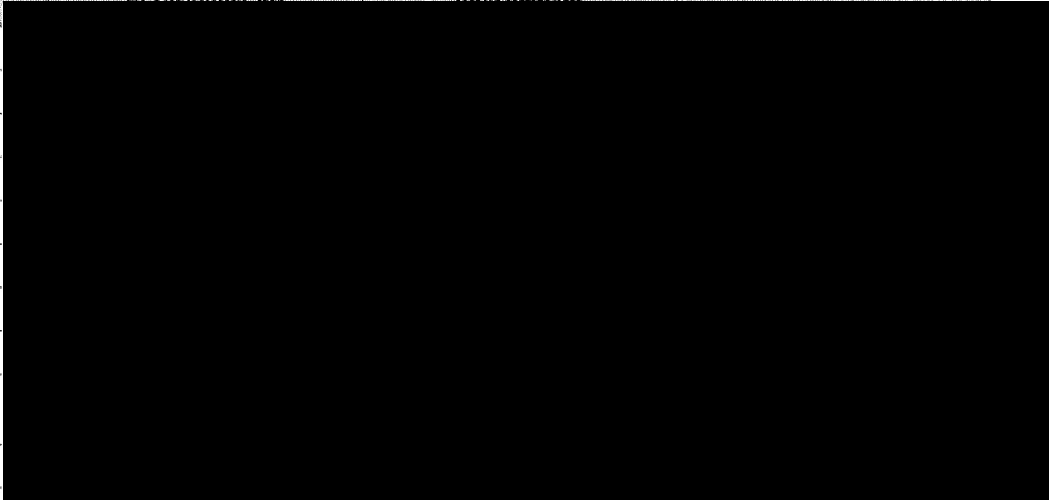
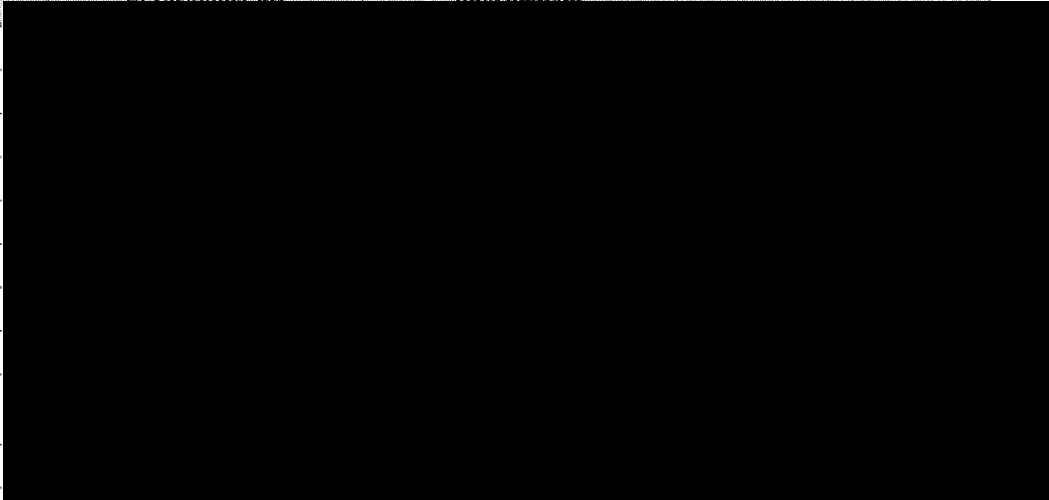
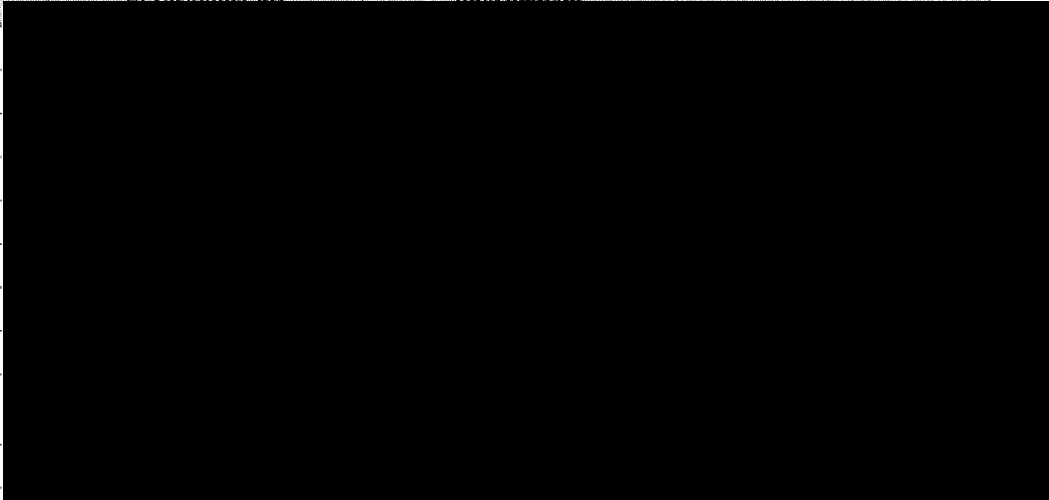
**EXHIBIT A - Instructions and Contact Information**

## Instructions to Customer:

1. *Appropriate corporate officer should execute 2 copies of the document.*
2. *Complete all requested information below:*

Information For Notices:	For Customer:	For Fair Isaac:
Address:		3661 Valley Centre Drive
		Reference LR 39506
City/State:		San Diego, CA
Zip/Code:		92130
Country:		USA
Attention:		Contracts Administrator
Fax:		858-523-4450

3. *Complete information below if different from above:*

	Return executed contract to Customer at:	Customer's billing information:	Deliver Software to:
Address:			
City/State:			
Zip/Code:			
Country:			
Attention:			
Phone:			
Fax (optional):			
Email:			
(If applicable)			

4. *If you wish to receive an original copy for your records, please return 2 completed and executed copies of the entire document to:*

Fair Isaac Contracts Administration  
3661 Valley Centre Drive  
San Diego, CA 92130  
USA

To expedite, please fax a completed and executed copy to: **858-523-4450**

Questions? Call: 858-369-8259



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**EXHIBIT B – PURCHASING DOCUMENTATION****1. DESCRIPTION OF FAIR ISAAC PRODUCT AND LICENSE TERMS**

**Fair Isaac Product:** 3 Seats of Fair Isaac's Blaze Advisor for .NET Development software product.

**Platform:** .Net

**License Term:** 18 months, commencing on the Effective Date unless terminated in accordance with this Agreement. Customer, upon written request, may extend the term on a quarterly basis for an additional period not to exceed 6 months, provided Customer gives Fair Isaac 30 days' written notice, prior to the end of the then-current term based on the monthly fee set forth in Section 3 of this Exhibit B (the "**License Extension Option**").

**Named Application:** Customer may use this license to design, develop and test the portions of its [REDACTED] application that will integrate with Blaze Advisor and which Customer will deliver to [REDACTED]. Customer may not use this license to extend or enhance these portions of [REDACTED]. Customer may not use Blaze Advisor for any other purpose, including without limitation in any customer-facing applications, including, without limitation to develop or process business rules for any organizations, account management or other decisioning platform used by or on behalf of Customer and/or Customer's clients (and/or prospective clients), and under no circumstances may Customer permit its clients (and/or prospective clients and/or any other third party to use or access the Blaze Advisor software.

**Territory:** [REDACTED]

**2. LICENSE FEE**

Product	Item #	Term (Perpetual or No. of Years)	Scope/Quantity	Price	Total
Blaze Advisor Development Version: Current Platform: .Net	280-DVST-09 Dev Seat Recurring				
Blaze Advisor Deployment Version: Current Platform: .Net	280-DPLY-03 Annual				
Documentation for Blaze Advisor: User guide (available in HTML or PDF)	N/A				
			Total Gross License Fees		
			Less discount of 100%		
Support and Maintenance Fee for Blaze Advisor	280-OOMN-08				

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Software:					
TOTAL LICENSE AND 18 MONTH TERM SUPPORT AND MAINTENANCE FEES AND PRE-PAID FEES – (US Dollars)					

\* Fair Isaac has agreed to waive the License Fees and Customer shall not be required to pay any license fees for the Licenses granted under this Agreement.

\*\* Subject to the License Extension Option in Section 1 of this Exhibit.

### 3. PAYMENT: MAINTENANCE FEE AND SUPPORT FEES

Customer agrees to purchase Support and Maintenance services for the software described herein (attached hereto as Exhibit C), at a monthly fee of [REDACTED] subject to the License Extension Option. Such payment shall be billed quarterly with the 1<sup>st</sup> quarter fees [REDACTED] due upon execution of this Agreement.



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## EXHIBIT C - FAIR ISAAC SOFTWARE SUPPORT AND MAINTENANCE POLICY

### 1. DEFINITIONS

“Customer” means [REDACTED] and its Affiliates.

“Fair Isaac” means Fair Isaac Corporation and its subsidiaries.

“Errors” means persistent malfunctions, caused by, or inherent within, the Software, that prevent the Software from operating according to its technical documentation.

“Maintenance Fees” means the support and maintenance fees applicable to the Software licensed by Customer. In the case of software licensed on a subscription basis, the Maintenance Fees are included in the applicable subscription fees.

“Product Support Hours” are 6:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding holidays observed by Fair Isaac in the United States.

“Software” means the following Fair Isaac software product(s) licensed by Customer: Blaze Advisor

### 2. SUPPORT AND MAINTENANCE SERVICES GENERALLY

2.1. Subject to payment of the appropriate Maintenance Fees by Customer, and compliance by Customer with the terms of this policy and the applicable license agreement, Fair Isaac shall provide Customer with support and maintenance services for the Software as set forth in this policy.

2.2. Fair Isaac provides support and maintenance services for licensed Software during both implementation and production use when operated on supported platforms installed on designated or approved equipment, as set forth in the technical documentation for the Software. Support is currently provided in the English language only.

2.3. Subject to Article 5 (Exclusions), maintenance includes any standard Software versions and releases generally made available to Fair Isaac’s customers that are current on Maintenance Fees. Those versions and releases will be provided to Customer under this policy on a when-and-if-available basis.

### 3. TECHNICAL SUPPORT

3.1. Fair Isaac will make commercially reasonable efforts, during Product Support Hours, to address Customer’s questions about the Software, to resolve operating problems that are attributable to the Software, and to resolve verified, reproducible Errors in the Software.

3.2. Customer agrees: (i) to set up primary and secondary liaisons who have been trained on the Software; (ii) that all support requests will be centralized through the primary and secondary liaisons; (iii) to use commercially reasonable efforts to diagnose and resolve problems in the operation of the Software prior to contacting Fair Isaac for support; (iv) to use commercially reasonable efforts to verify that reported problems are due to a malfunction of the Software, and not due to the operating system, hardware, data, interfaces, or improper use of the Software, prior to contacting Fair Isaac for support; and (v) and to submit support requests to Fair Isaac Product Support through the designated contacts.

### 4. TERM; TERMINATION; REINSTATEMENT

4.1. Fair Isaac’s support and maintenance obligations under this policy commence upon shipment of the Software and will continue for an initial term of eighteen (18) months. Maintenance Fees will be invoiced on

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a quarterly basis in advance. For as long as Fair Isaac makes maintenance for the Software generally available to all of its customers, Fair Isaac agrees to provide such support and maintenance service to Customer, upon written request, on a month-to-month basis for a period not to exceed 24 months, provided Customer gives Fair Isaac 30 days' written notice, prior to the end of the current term that it would like to continue such maintenance services, cancelable on 30 days prior written notice. Support and maintenance during renewal terms will be subject to the Support and Maintenance Policy in effect for the Software at the time of renewal. Maintenance Fees applicable to renewal terms may be increased by Fair Isaac, but no increase may exceed the most recently available annual change in the CPI. "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100, as published by the US Bureau of Labor Statistics.

4.2. Fair Isaac may terminate support and maintenance services under this policy upon at least 30 days' written notice if Customer is in breach under this policy or any license agreement relating to the Software and does not cure the breach before the end of the applicable notice period. Fair Isaac will have no obligation to resume support and maintenance services following a termination for cause under this section.

4.3. Fair Isaac may, at its sole discretion, reinstate lapsed or terminated support and maintenance services, in accordance with its then-current policies, upon payment by Customer of the applicable reinstatement fee.

## 5. EXCLUSIONS

5.1. Services outside the scope of this policy are subject to availability of resources and will be charged for separately at Fair Isaac's then-current rates for those services. The following are outside the scope of this policy:

- (a) Support services provided outside of Product Support Hours or any other hours as are provided for in Section 6 (Severity Levels and Response Times).
- (b) Support service that becomes necessary due to failure of computer hardware, equipment or programs not provided by Fair Isaac; negligence of Customer or any third party; operator error; improper use of hardware or software (including the Software); any problem or loss not solely attributable to the Software; problems stemming from Customer not applying all required maintenance releases; or problems due to unauthorized modification or adaptation of the Software by Customer.
- (c) Development, customization, coding, installation, integration, consulting and training
- (d) Optional, separately-priced Software features that may, from time to time, be made available by Fair Isaac with new versions or releases of the Software.

5.2. Unless otherwise indicated in the applicable Order Form or license agreement, Fair Isaac has no obligation to provide support or maintenance services for other than (i) the current release of the Software and (ii) one prior release of the Software, but only for a maximum of one year after release of a subsequent release.

6. **SEVERITY LEVELS AND RESPONSE TIMES.** Upon Customer's report of a problem with the Software, a Fair Isaac representative will acknowledge the report by issuing a confirmation to Customer, either by phone or email, and Fair Isaac will assign a Severity Level to the problem based on the type of issue reported, according to the following schedule:

Severity	Condition	Response Time/Action
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1	<b>Production Down Emergency:</b> An Error in the production environment that inhibits all or substantially all of the Software from functioning in accordance with its documentation. A severity "one" problem is both severe and mission-critical.:	Provide: (a) a phone response within 1 hour during Fair Isaac's Product Support Hours and (b) an action plan within 4 hours for the development of a patch or a bypass for the Error.  Following the development of the patch or bypass, Fair Isaac will notify Customer of inclusion of the patch or a solution in a revision of the Software.  Once identified and logged, Fair Isaac will provide all necessary services to resolve a Severity-One condition on a diligent-efforts priority basis seven days per week until that condition has been patched or bypassed.
2	<b>Production Impaired:</b> An Error in the production environment where major functionality of the Software is inhibited, but the Error does not materially disrupt Customer's business	Provide: (a) a written or phone response within 4 hours during Fair Isaac's Product Support Hours and (b) an action plan within 2 business days for a bypass for the Error or (c) an action plan within 5 business days for developing a patch for the Error.  Following the development of the patch or bypass, Fair Isaac will notify Customer of inclusion of the patch or a solution in a revision of the Software.  Fair Isaac will work on the Error during Product Support Hours.
3	<b>Production Inhibited:</b> An Error in the production environment where a feature of the Software is inhibited, but the Error does not materially disrupt Customer's business	Provide: (a) a written or phone response within one business day and (b) Consider for correction or inclusion in the next revision of the Software.
4	<b>General Assistance:</b> A "how to" question; an Error that is minor or cosmetic in nature; or an enhancement request to be considered for a future revision of the Software	Provide: (a) a written or phone response within 2 business days and (b) Consider for correction or inclusion in the next revision of the Software.

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## Fair Isaac Product Support

### Problem Submission Guidelines

We encourage customers to first consult the appropriate documentation for the product they are using (installation guides, reference manuals, user guides, product release notes, etc.). Release notes will typically include contents of the release, installation/license information, known limitations, product support, and compatibility information. Other reference materials should also be consulted as needed for related components such as database management systems, compilers, operating systems, etc. For Fair Isaac products with web-based self-service, visit the support web site to search for known questions, solutions and technical notes.

If you've completed this initial research and are still unable to resolve your problem, the next step is to contact Product Support. The following information is critical to resolving a problem:

- Your Customer ID (a 4-digit number communicated to you either by your Engagement Manager or during your first contact with Product Support) or license number (if applicable).
- Your phone number and email address
- The name and version of the Fair Isaac software to which the issue pertains. For incidents submitted via email, please be sure to include the product name on the subject line of the email.
- The name and version of the operating system and database.
- The environment in which the error is occurring (development, test or production).
- Both a general statement and a detailed description of the problem, including any relevant error messages.
- Frequency with which the condition occurs and at what intervals.
- Can the problem be replicated, and if so, the steps taken to recreate the problem.
- Any changes to the Fair Isaac application, including new configuration or software upgrades.
- Copies of the Fair Isaac product log files, configuration files, and screen prints of errors.

### **Troubleshooting Tips:**

- Isolate the problem as precisely as possible using debugging facilities and error logs as appropriate, and try to find a consistent way to reproduce it.
- Whenever possible, modify a Fair Isaac provided example or test case to cause the same problem.
- If the problem is not consistently reproducible, check whether it may be related to insufficient memory, memory leaks, search paths, or files that may be missing from certain directories or the class path.
- Verify that the versions of the database, compilers, operating system, browser, drivers, etc. that are in use are certified and supported by Fair Isaac.
- Identify any other changes that may have occurred in your environment that may have an impact on the Fair Isaac solution (for example, database maintenance, service pack deployment, upgrade of a system component, operating system patches, etc.)
- Try to reproduce the problem on another platform or test system.
- If applicable, try to isolate various components of your solution to simplify the troubleshooting (for example, pull out a subset of rules or code from the bulk of your application). Support can assist you best if we get a small sample of your application to work with. If possible send us a small test case with instructions, so we can run the test case.
- Any changes that may have been made to the environment (for example, maintenance work that may have been performed or any hardware/software changes made to the server, workstation, operating system, or data feed).